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Attorneys for Third-Party Defendant Ryan
Lenahan and for Specially Appearing
Third-Party Defendant Kyle Danna

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DAVID TRINDADE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Defendant,

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHAn, an individual, **KYLE
DANNA**, an individual, and **EAGLE WEB
ASSETS INC.**, a corporation,

Third-Party Defendants.

Case No. 5:12-cv-04759 (PSG)

**DECLARATION OF RYAN LENAHA
IN SUPPORT OF THIRD-PARTY
DEFENDANT RYAN LENAHA**n'S
**MOTION TO STRIKE CLAIMS
UNDER CAL. CODE OF CIV. PROC.
425.16 (ANTI-SLAPP MOTION)**

DATE: February 26, 2013

TIME: 10:00 a.m.

CTRM: 5, 4th Floor

JUDGE: The Hon. Paul S. Grewal



1 I, Ryan Lenahan, declare as follows:

2 1. I am a Third-Party Defendant in the above-referenced matter. Unless
3 otherwise stated, I have personal knowledge of the matters stated herein.

4 2. In August 2012, I enrolled to serve as a publisher in Reach Media Group,
5 LLC ("RMG")'s publisher network by completing RMG's online application. Soon after,
6 RMG notified me that I had been approved as a publisher.

7 3. On or around August 7, 2012, RMG sent me an Insertion Order, which I
8 signed and returned to RMG on August 9, 2012. Thereafter, RMG's President and CEO
9 Roger Dowd signed the insertion order and sent me a fully signed copy. A true and
10 correct copy of that Insertion Order is attached hereto as **Exhibit A**.

11 4. After I enrolled in RMG, I stayed in continuous contact with RMG via email,
12 instant messaging, and telephone. My primary contact at RMG was Luciano Castro.
13 However, I also regularly communicated with RMG's President and CEO Roger Dowd
14 and with Trish Hurst from RMG's accounting department.

15 5. After I enrolled in RMG's network, Dowd and Castro assigned specific
16 advertising campaigns to me through the Insertion Order. Dowd and Castro asked me to
17 circulate advertisements to promote these campaigns, and more specifically, to drive
18 Internet traffic to specific websites.

19 6. In mid-August, I began submitting proposed advertisements for these
20 campaigns to RMG for approval. Roger Dowd specifically approved my proposed ads.

21 7. Beginning in early to mid-August, I began circulating the approved ads for
22 the advertising campaigns identified in the Insertion Order. I continued to circulate these
23 approved ads on behalf of RMG throughout the end of August and into the first week of
24 September. During this time, RMG closely monitored my activities and encouraged me
25 to continue circulating the ads, and even to increase the circulation.

26 8. While I regularly communicated with RMG, and even inquired about RMG's
27 other publishers, RMG never disclosed the identities of other publishers to me—except
28



1 for the publishers I already knew about and had a relationship with before I started
2 working with RMG.

3 9. On or around August 27, I submitted an invoice to RMG for \$13,200. A true
4 and correct copy of this invoice is attached hereto as **Exhibit B**. I expected payment on
5 September 3, pursuant to the “net 7” payment basis set forth in the Insertion Order.

6 10. RMG refused to make the payment. While I inquired about the status of the
7 payment on multiple occasions, RMG refused to respond.

8 11. Finally, on September 18, 2012, RMG accused me of publishing non-
9 compliant ads and ceased all communications with me.

10 12. In late September, Kyle Danna told me about a similar situation he
11 experienced with RMG, where RMG had paid an invoice Danna had submitted for about
12 \$14,000, only to try to reverse the wire transfer, claiming that Danna had effected the
13 transfer by fraud. Danna told me that RMG’s actions were completely unjustified as
14 Danna had never engaged in any fraudulent activity and had only used compliant ads in
15 connection with RMG’s campaigns.

16
17 I declare under penalty of perjury under the laws of the United States of America
18 that the foregoing is true and correct and that this Declaration was executed on January
19 18, 2013.

20 _____
s/Ryan Lenahan

21 Ryan Lenahan
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**ATTESTATION OF CONCURRENCE IN FILING**

Pursuant to the General Order No. 45, section 45 X(B), for The United States District Court for the Northern District of California, I, Jeffrey M. Rosenfeld, hereby attest that the concurrence to the filing of this Declaration of Ryan Lenahan in Support of Third-Party Defendant Ryan Lenahan's Motion to Strike Claims Under Cal. Code of Civ. Proc. 425.16 (Anti-Slapp Motion) has been obtained from Ryan Lenahan who has provided the conformed signature above.

DATED: January 18, 2013

KRONENBERGER ROSENFELD, LLP

By: s/Jeffrey M. Rosenfeld
Jeffrey M. Rosenfeld

Attorneys for Third-Party Defendant Ryan
Lenahan and for Specially Appearing Third-
Party Defendant Kyle Danna